



## ROUND 4 FINAL INSTRUCTIONS



The Finance My Bike East Coast MX (hereafter called "the event") at Cessnock Motocross Club (hereafter called "the venue") is conducted under MA rules, regulations and codes. Upon entering the event you acknowledge that you have read and agreed to the supplementary regulations and accepted the terms therein. Furthermore, you understand and accept that motorcycling is dangerous and that if an accident involving you or your crew (i.e. mechanic, family members or friends) were to occur, your equipment could be damaged or you or your crew could be injured, maimed or killed as a result. As per the MA code of conduct, competitors are responsible for their conduct and the conduct of their crew. Although not necessary, it is recommended that all crew members hold an MA Crew Licence valid for duration of the Event. Please ensure that you have read these final instructions, the supp regs, the contract to participate and explained all of the information therein to all of your crew prior to entering the venue for the event. The only persons allowed on the competition track are the event organisers, officials, marshals, medics, registered photographers with the event and the riders competing on the track at any given time. Any competitor or their crew caught not adhering to the all the information above may be disqualified and asked to leave the venue immediately without a refund.

IMPORTANT INFORMATION will be released via the Stack Team App. If you have not already accepted your invitation, make sure you have downloaded the Stack Team App on your phone, and joined the "FMB East Coast MX Series" team, turn your notifications on to stay updated with information about the Finance My Bike East Coast MX.

Gates open at 11am Friday onwards, Sign-on will be in the morning each day from 7am onwards. Riders briefing will commence at about 8am, followed by practise and then racing. Each day should finish at about 4pm, followed by presentation.

If you have raced at previous 2024 FMB East Coast MX Series (i.e. Rd1 Coffs, Rd2 Nowra or Rd3 Goulburn) and are using the same transponders you do NOT need to scan your transponders at sign-on. However if you have changed transponders or would like to just double check that your transponder is correct then please bring your transponder to sign on for scanning. Please secure your transponder to the top right hand side fork (Throttle side) of your bike. Nippers do not need transponders.

Please ensure that you have watched the MA Self-scrutineering Instructional video [https://www.youtube.com/watch?v=7j0pEI\\_ECm0](https://www.youtube.com/watch?v=7j0pEI_ECm0) and complete the online self-scrutineering form which will be available on <https://www.eastcoastmx.com.au/> from Midnight Wednesday 2 days before the event and will close on Friday 5pm. If you haven't completed the online self-scrutineering form by then, you will need to fill out a paper form on race day – see below, and hand in at sign on. Although we are doing self-scrutineering, MNSW do require us to scrutineer some bikes randomly.

Tear-Offs are allowed at Cessnock. Rubbish bags will be handed out at sign-on, please clean up after yourselves and leave the venue in the same way you found it. There is Open Pits at Cessnock which means you can pit by your vehicle. Bikes can be ridden at walking pace through the pits. Helmets must be worn, and no doubling of passengers allowed.

Camping is available at Cessnock. We encourage all competitors to have a good time but regarding noise levels and the running of generators etc, please be courteous of others and keep in mind there will be kids racing the next day that need a good night's sleep. There are toilets, showers

and wash bays at Cessnock. Competitors that are camping can arrive from 11am on Friday. There is no camping allowed on Sunday night. Please note that at night small fires are permitted, but must be put out and cleaned up in the morning. You can book camping with your entry on Ridernet or contact Lucy 0410467776. Every camper will be emailed a parking number ticket which needs to be printed out and displayed on the dashboard of your vehicle so that it is clearly visible. In the morning of the event we will be checking vehicle licence plate numbers against the list of competitors booked in for camping. Any competitors that arrive at the venue before 6am on the day of the event will be considered as have camped. Any competitors' vehicles which does not display the parking number and have not pre-booked and paid for camping will be requested to pay double the camping fee before signing on to the event.

## MOTOSPONDER

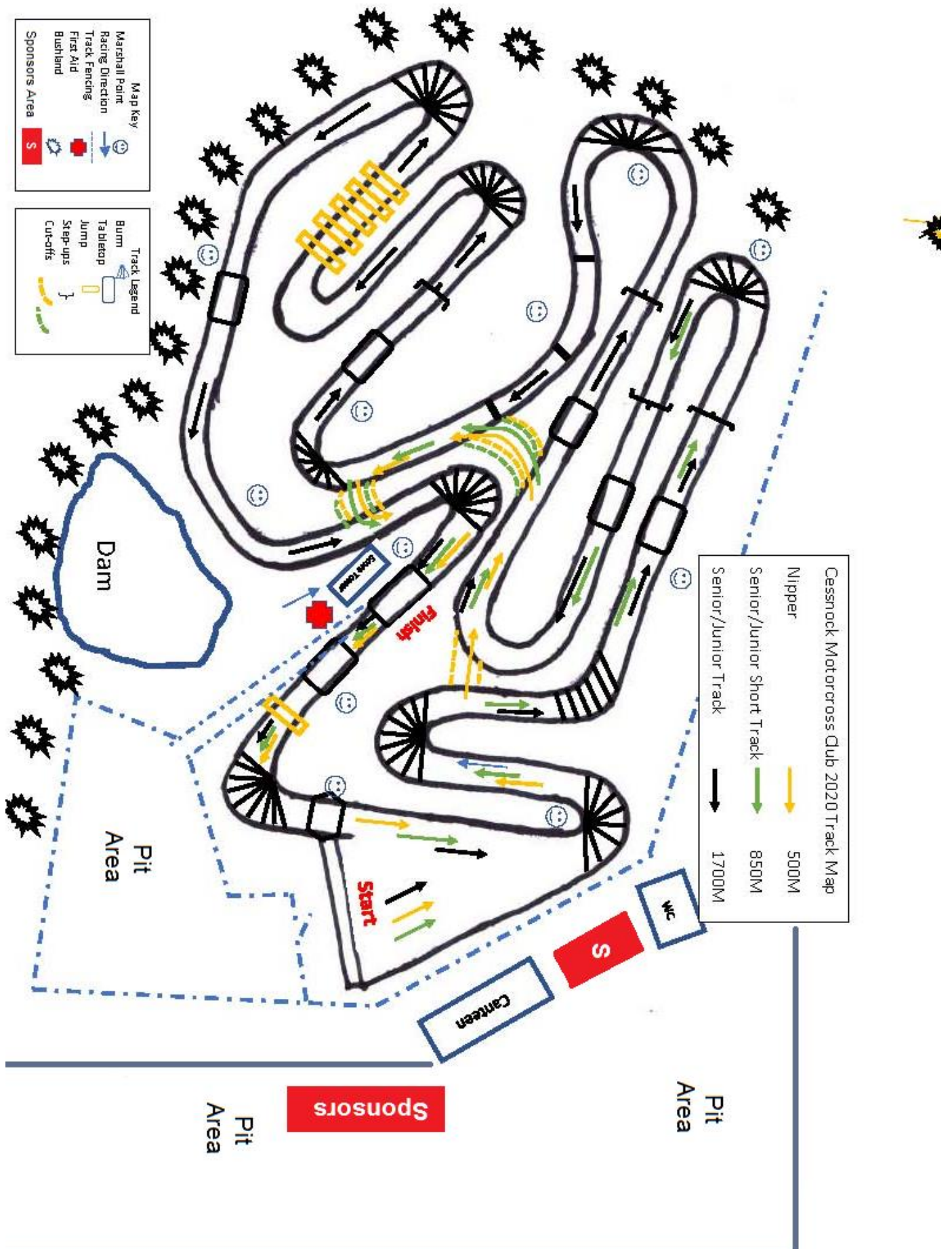
- Live Timing
  1. Download RACE MONITOR APP
  2. Connect to our WIFI "RACEPACE LIVE"
  3. Open Race Monitor App
  4. Click Direct Connection
  5. RMonitor Port: 50000
  6. RMonitor Address: 192.168.1.50
  7. Click Connect
- Race Results
  1. Connect to our WIFI "RACEPACE LIVE"
  2. Open Web browser
  3. Type in 192.168.1.50 (into address location)
  4. Select Round
  5. Select Race

## Directions:

The Cessnock Motorcycle Club is located on 2023 Old Maitland Road, Cessnock (on the right hand side of the road).

If you are coming from Sydney along the "Newcastle to Sydney Freeway" (F3), take the Freemans Drive Exit, Cooranbong, turn left and follow the signs to Cessnock.

If you are coming from North then take John Renshaw Drive, Tarro and follow the signs to Cessnock.





Motorcycling New South Wales Limited (MNSW)  
 Location: Sports House Quad 1, Level 2, 8 Parkview Drive Sydney Olympic Park NSW 2127  
 Postal: PO Box 6124 Silverwater NSW 2128  
 P : 02 8378 0790

## CONTRACT TO PARTICPATE IN THE Finance My Bike East Coast MX Series Rd4 for, Motocross IMPORTANT - THIS IS A CONTRACT. YOU MUST READ AND SIGN THIS CONTRACT BEFORE YOU PARTICPATE

### Waiver Agreement

#### Recitave

- A. The Provider organises, and permits participants to participate in, the Recreational Activity in consideration for the Participant:
- a. If a rider, paying the Application Fee; and
  - b. If a volunteer official volunteering to officiate at the Recreational Activity;
- c. If a member of the media, accepting the Provider's terms of media accreditation, and otherwise agreeing to be bound by the Provider's rules and directives governing the conduct of the Recreational Activity.
- B. This document is the contract between the Provider and the Participant with respect to the Participant's participation in the Recreational Activity.
- C. The purposes of this contract include to:
- a. exclude the liability of the Provider to the extent permissible by law to pay damages or any other form of compensation whether arising in tort contract or statute or at law or in equity for any personal injury or death of the Participant as a result of the participant's participation in the Recreational Activity; and
  - b. provide a warning of the risks of engaging in the Recreational Activity (as defined below).
- D. Participating in the Recreational Activity is dangerous. The risks include but are not limited to death, serious injury or illness due to:
- falling from your bike;
  - difficult terrain and obstacles;
  - hazardous and changeable track conditions;
  - rider error and/or lack of skill or care and/or dangerous or reckless behaviour on your part or the part of other participants;
  - undisclosed medical conditions;
  - decisions made or not made by organisers, officials, landowners/track operators and any agents or representatives of those in charge of meetings;
  - heat, cold, wet or other adverse weather conditions;
  - contact with vehicles, other participants or members of the public who may or may not be acting safely;
  - lack of access to medical, evacuation or search services; or
  - design of the track.

#### Operative parts

1. In consideration for me (the Participant) paying or providing the consideration under clause A above to participate in the Recreational Activity, the Provider will permit me to participate in the Recreational Activity.
2. I acknowledge that the Recreational Activity involves the risk of serious injury, physical harm or death. I warrant that I am aware that the Recreational Activity involves the risk of serious injury, physical harm or death.
3. I also acknowledge that in signing this contract I have done so voluntarily and that no pressure or unfair tactics have been used to persuade me to sign this contract and that I have done so voluntarily in the knowledge that it is open to me not to sign the contract and for the Provider to refuse to permit me to participate in the Recreational Activity. I also warrant that I have been given sufficient opportunity to read this contract before signing it and that I have read it.
4. I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by or in connection with, or arising out of, my participation in the Recreational Activity.

#### Definitions

**Application Fee** means the fee payable by the Participant (as a rider) to participate in the Recreational Activity. Participant means the person signing this form and whose name appears next to Participant below.

**Provider** means those persons and entities listed in Annexure 1.

**Recreational Activity** means the event specified in Annexure 2.

**Participant acknowledgements, consents and authorisations**

i. I acknowledge that it is my responsibility to only participate in the Recreational Activity if I am fit and able to do so.

ii. I acknowledge that I am responsible for all medical, hospital and ambulance expenses arising out of my participation in the Recreational Activity save for any benefits provided by MA's Personal Accident Policy.

iii. I authorise and consent to the Provider arranging any medical, hospital or ambulance services on my behalf if necessary arising out of my participation in the Recreational Activity.

iv. I authorise and consent to the Provider collecting and using my personal information for the purpose of administering the Recreational Activity and in accordance with the MA Privacy Policy.

v. I authorise and consent to the Provider collecting my private health information from me and from any person or entity providing me with medical, hospital or ambulance services arising out of my participation in the Recreational Activities, and to the use of such information to reduce the risks to persons participating in recreational activities, in accordance with the MA Privacy Policy.

vi. I acknowledge that I have agreed to, and am bound by, the Provider's rules and directives governing the conduct of the Recreational Activity, including the MA anti-doping policy and understand that I may be subject to drug testing.

vii. I authorise and consent to photographs and electronic images (images) being taken of me in the course of the Recreational Activity. I have no proprietary interest in the images. I authorise and consent to the Provider using such images, my name and information about my participation in the Recreational Activity to promote the Provider or any recreational activities organised by the Provider.

viii. I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by or in connection with, or arising out of, my participation in the Recreational Activity.

ix. I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by or in connection with, or arising out of, my participation in the Recreational Activity.

x. I agree that the Provider and any directors or officers of the Provider and any person associated with organising the Recreational Activity shall not be liable to me or any other person for damages, compensation or loss, whether in tort, contract, under statute or at law or in equity or otherwise for any personal injury or death caused by or in connection with, or arising out of, my participation in the Recreational Activity.

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### Additional Clauses for Victorian Events

#### WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you

- are rendered with due care and skill; and
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the **Australian Consumer Law and Fair Trading Act 2012**, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to **gross negligence** on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

### Additional Clauses for South Australian Events

#### Form 1-Recreational services-Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services), there is:

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiators have been conducted in relation to the acquisition of the services).

#### Excluding, restricting or modifying your rights:

Under section 42 of the Fair Trading Act 1987, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

#### Important:

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

#### Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider for any personal or injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

#### Definitions

1. **Recreational services** are services that consist of participation in:
  - a sporting activity or similar leisure-time pursuit; or
  - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2. **Personal injury** is bodily injury and includes mental and nervous shock and death.

#### Further information:

Further information about your rights can be found at [www.ooba.sa.gov.au](http://www.ooba.sa.gov.au)

### ANNEXURE 1

- 1) Federation Internationale de Motocyclisme
- 2) Motorcycling Australia Ltd
- 3) Motorcycling New South Wales Limited (MNSW)
- 4) Race Pace Promotions
- 5) Add Promoter/Event Organiser Here
- 6) All other persons involved in the organisation, conduct and promotion of the event or construction or location of the facilities used in connection with or otherwise related to the Recreational Activity; and
- 7) Each of the respective officers, employees, servants, agents, sponsors, successors and assignees of each of the above.

#### ANNEXURE 2:

DATE: \_\_\_\_\_

Permit Number : MX/24/O/10798